



COMMONWEALTH of VIRGINIA

DEPARTMENT OF ENVIRONMENTAL QUALITY

PIEDMONT REGIONAL OFFICE

4949-A Cox Road, Glen Allen, Virginia 23060

(804) 527-5020 Fax (804) 527-5106

www.deq.virginia.gov

Molly Joseph Ward
Secretary of Natural Resources

David K. Paylor
Director

Michael P. Murphy
Regional Director

STATE AIR POLLUTION CONTROL BOARD ENFORCEMENT ACTION - ORDER BY CONSENT ISSUED TO DOMINION PACKAGING INC. Registration Number 52080

SECTION A: Purpose

This is a Consent Order issued under the authority of Va. Code §§ 10.1-1309 and -1316, between the State Air Pollution Control Board and Dominion Packaging Inc. for the purpose of resolving certain violations of the Virginia Air Pollution Control Law and the applicable Permit and regulations.

SECTION B: Definitions

Unless the context clearly indicates otherwise, the following words and terms have the meaning assigned to them below:

1. "Board" means the State Air Pollution Control Board, a permanent citizens' board of the Commonwealth of Virginia as described in Va. Code §§ 10.1-1184 and -1301.
2. "Department" or "DEQ" means the Department of Environmental Quality, an agency of the Commonwealth of Virginia as described in Va. Code § 10.1-1183.
3. "Director" means the Director of the Department of Environmental Quality, as described in Va. Code § 10.1-1185.

4. "Dominion Packaging" means Dominion Packaging Inc., a corporation authorized to do business in Virginia and its affiliates, partners, and subsidiaries. Dominion Packaging is a "person" within the meaning of Va. Code § 10.1-1300.
5. "FCE" means a full compliance evaluation by DEQ staff.
6. "Facility" means Dominion Packaging, a packaging rotogravure printing facility, located at 3001 Cofer Road, Richmond, Virginia.
7. "Notice of Violation" or "NOV" means a type of Notice of Alleged Violation under Va. Code § 10.1-1309.
8. "Order" means this document, also known as a Consent Order or "Order by Consent," a type of Special Order under the Virginia Air Pollution Control Law.
9. "Permit" means a State Operating Permit (SOP), Registration Number 52080, to operate a packaging rotogravure printing facility. The Permit was issued under the Virginia Air Pollution Control Law and the Regulations to Dominion Packaging, Inc. on August 26, 2013.
10. "PRO" means the Piedmont Regional Office of DEQ, located in Glen Allen, Virginia.
11. "Regulations" or "Regulations for the Control and Abatement of Air Pollution" mean 9 VAC 5 chapters 10 through 80.
12. "Va. Code" means the Code of Virginia (1950), as amended.
13. "VAC" means the Virginia Administrative Code.
14. "Virginia Air Pollution Control Law" means Chapter 13 (§ 10.1-1300 *et seq.*) of Title 10.1 of the Va. Code.

SECTION C: Findings of Fact and Conclusions of Law

1. Dominion Packaging owns and operates the Facility in Richmond, Virginia. The Facility is a label and paper/plastic packaging rotogravure printing facility.
2. On July 17, 2014, Department staff conducted a FCE of the Facility. Based on the review of Facility records, Department staff made the following observations:
 - a) The Facility reported 645.442 tons of throughput of VOC from inks and solvents to the rotogravure presses from May, 2013 through April 2014.
 - b) The Facility last tested the catalyst beds in each catalytic oxidizer in March 2012.

3. Condition 22 of the Permit states, "Throughput - The combined throughput of volatile organic compounds (VOC) from inks and solvents (not inclusive of the toluene) to the rotogravure presses (Ref. Nos. DP-PP-01, DP-PP-02, DP-PP-03, and DP-PP-04) shall not exceed 485.8 tons per year, calculated monthly as the sum of each consecutive 12-month period. Compliance for the consecutive 12-month period shall be demonstrated monthly by adding the total for the most recently completed calendar month to the individual monthly totals for the preceding 11 months. (9 VAC 5-80-1180 and 9 VAC 5-80-850)"
4. Condition 41 of the Permit states, "Catalyst Testing – Performance testing of the catalyst beds in each catalytic oxidizer (Ref. Nos. DP-IN-01 and DP-IN-02) shall be performed once every two years as recommended by the manufacturer. The tests shall be performed to demonstrate proper and efficient operation of the catalytic oxidizer. If the demonstrated tests results for the catalyst bed of the catalytic oxidizer are less than the maximum design stated by the manufacturer, the catalyst shall be replaced accordingly. A copy of the tests results shall be maintained on site and shall be available for inspection by the DEQ. (9 VAC 5-80-1180, 9 VAC 5-50-20, 9 VAC 5-50-30, 9 VAC 5-50-40 and 9 VAC 5-170-160)"
5. On October 27, 2014, the Department issued Notice of Violation No. APRO9046, for the violations as described above.
6. On November 24, 2014, Department staff met with Dominion Packaging representatives to discuss the violations, including the corrective actions the company had taken. At the meeting, Dominion Packaging reported that they had applied to DEQ for a Permit modification, dated October 3, 2014, to increase throughput of VOC tonnage, to 2,900.86 tons per year; and they had tested the catalyst beds and provided DEQ with a letter dated November 20, 2014, that documented the catalyst bed tests results.
7. Based on the results of the July 17, 2014 FCE, records review, and November 24, 2014 meeting with representatives of the Facility, the Board concludes that Dominion Packaging violated Condition No. 22 and No. 41 of the Permit, as described above.
8. On November 18, 2014, DEQ issued an NSR Permit to Dominion Package, which superseded the Permit. The November 18, 2014 Permit increased the throughput of VOC tonnage to 2,900.86 tons per year. Dominion Packaging also tested the catalyst beds as required. Dominion Packaging has made the corrective actions that demonstrate the violations described in Section C above, have been addressed.

SECTION D: Agreement and Order

Accordingly, by virtue of the authority granted it in Va. Code §10.1-1309 and -1316, the Board orders Dominion Packaging, and Dominion Packaging agrees to:

1. Pay a civil charge of **\$10,669** within 30 days of the effective date of the Order in settlement of the violations cited in this Order.

Payment shall be made by check, certified check, money order or cashier's check payable to the "Treasurer of Virginia", delivered to:

Receipts Control
Department of Environmental Quality
Post Office Box 1104
Richmond, Virginia 23218

Dominion Packaging shall include its Federal Employer Identification Number (FEIN) with the civil charge payment and shall indicate that the payment is being made in accordance with the requirements of this Order for deposit into the Virginia Environmental Emergency Response Fund (VEERF). If the Department has to refer collection of moneys due under this Order to the Department of Law, Dominion Packaging shall be liable for attorneys' fees of 30% of the amount outstanding.

SECTION E: Administrative Provisions

1. The Board may modify, rewrite, or amend this Order with the consent of Dominion Packaging, for good cause shown by Dominion Packaging, or on its own motion pursuant to the Administrative Process Act, Va. Code § 2.2-4000 *et seq.* after notice and opportunity to be heard.
2. This Order addresses and resolves only those violations specifically identified in Section C of this Order. This Order shall not preclude the Board or the Director from taking any action authorized by law, including but not limited to: (1) taking any action authorized by law regarding any additional, subsequent, or subsequently discovered violations; (2) seeking subsequent remediation of the facility; or (3) taking subsequent action to enforce the Order.
3. For purposes of this Order and subsequent actions with respect to this Order only, Dominion Packaging admits the jurisdictional allegations, the findings of fact, and conclusions of law in this Order.
4. Dominion Packaging consents to venue in the Circuit Court of the City of Richmond for any civil action taken to enforce the terms of this Order.
5. Dominion Packaging declares it has received fair and due process under the Administrative Process Act and Virginia Air Pollution Control Law and it waives the right to any hearing or other administrative proceeding authorized or required by law or regulation, and to any judicial review of any issue of fact or law contained herein. Nothing herein shall be construed as a waiver of the right to any administrative proceeding for, or to judicial review of, any action taken by the Board to modify, rewrite, amend or enforce this Order.
6. Failure by Dominion Packaging to comply with any of the terms of this Order shall constitute a violation of an order of the Board. Nothing herein shall waive

the initiation of appropriate enforcement actions or the issuance of additional orders as appropriate by the Board or the Director as a result of such violations. Nothing herein shall affect appropriate enforcement actions by any other federal, state, or local regulatory authority.

7. If any provision of this Order is found to be unenforceable for any reason, the remainder of the Order shall remain in full force and effect.
8. Dominion Packaging shall be responsible for failure to comply with any of the terms and conditions of this Order unless compliance is made impossible by earthquake, flood, other acts of God, war, strike, or such other unforeseeable circumstances beyond its control and not due to a lack of good faith or diligence on its part. Dominion Packaging shall demonstrate that such circumstances were beyond its control and not due to a lack of good faith or diligence on its part. Dominion Packaging shall notify the DEQ Regional Director verbally within 24 hours and in writing within three business days when circumstances are anticipated to occur, are occurring, or have occurred that may delay compliance or cause noncompliance with any requirement of the Order. Such notice shall set forth:
 - a. the reasons for the delay or noncompliance;
 - b. the projected duration of any such delay or noncompliance;
 - c. the measures taken and to be taken to prevent or minimize such delay or noncompliance; and
 - d. the timetable by which such measures will be implemented and the date full compliance will be achieved.

Failure to so notify the Regional Director verbally within 24 hours and in writing within three business days, of learning of any condition above, which the parties intend to assert will result in the impossibility of compliance, shall constitute a waiver of any claim to inability to comply with a requirement of this Order.

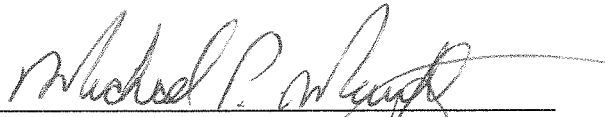
9. This Order is binding on the parties hereto and any successors in interest, designees and assigns, jointly and severally.
10. This Order shall become effective upon execution by both the Director or his designee and Dominion Packaging. Nevertheless, Dominion Packaging agrees to be bound by any compliance date, which precedes the effective date of this Order.
11. This Order shall continue in effect until:
 - a. The Director or his designee terminates the Order after Dominion Packaging has completed all of the requirements of the Order; or

- b. Dominion Packaging petitions the Director or his designee to terminate the Order after it has completed all of the requirements of the Order and the Director or his designee approves the termination of the Order; or
- c. the Director or Board terminates the Order in his or its sole discretion upon 30 days written notice to Dominion Packaging.

Termination of this Order, or any obligation imposed in this Order, shall not operate to relieve Dominion Packaging from its obligation to comply with any statute, regulation, permit condition, other order, certificate, certification, standard, or requirement otherwise applicable.

- 12. Any plans, reports, schedules or specifications attached hereto or submitted by Dominion Packaging and approved by the Department pursuant to this Order are incorporated into this Order. Any non-compliance with such approved documents shall be considered a violation of this Order.
- 13. The undersigned representative of Dominion Packaging certifies that he or she is a responsible official authorized to enter into the terms and conditions of this Order and to execute and legally bind Dominion Packaging to this document. Any documents to be submitted pursuant to this Order shall also be submitted by a responsible official of Dominion Packaging.
- 14. This Order constitutes the entire agreement and understanding of the parties concerning settlement of the violations identified in Section C of this Order, and there are no representations, warranties, covenants, terms or conditions agreed upon between the parties other than those expressed in this Order.
- 15. By its signature below, Dominion Packaging voluntarily agrees to the issuance of this Order.

And it is so ORDERED this 7th day of July, 2015.



Michael P. Murphy, Regional Director
Department of Environmental Quality

Dominion Packaging, Inc., voluntarily agrees to the issuance of this Order.

Date: 7-6-15 By: *[Signature]* President
(Person) (Title)
Dominion Packaging, Inc.

State of Virginia

City/County of Chesterfield

The foregoing document was signed and acknowledged before me this 6th day of
July, 2015, by Brett D. Hawkins, who is
(name)
President of Dominion Packaging, Inc. on behalf of the company.

Amee Alexander Wheeling
Notary Public

7289112
Registration No.

My commission expires: 3/31/2017

Notary seal:

